

January 28, 2020

Sarah Swan  
County of Weber  
2380 Washington Blvd  
Ogden, UT 84401

Dear Ms. Swan:

ADP, LLC ("ADP") has appreciated the opportunity to provide services to County of Weber. We understand that you have decided to terminate certain Services that we are currently providing to you under the Master Services Agreement between County of Weber and ADP dated 10/29/2019, as amended (the "Agreement"). This letter acknowledges your notice of termination of the services listed below (the "Terminated Services") as of 01/09/2020 ("Termination Date").

**Terminated Services:**

- Payroll, Employment Tax, Wage Payment and Employment Verification Services
- Enterprise eTime
- HR
- Payroll Card and Wisely Now Services

As of the Termination Date, ADP will cease to provide the Terminated Services to County of Weber except as specifically outlined below in the transition services chart.

Please be aware that all access to any Application Programs made available to Client in delivering the Terminated Services will cease on the Termination Date, unless ADP receives this letter signed by you at least 30 days prior to the Termination Date indicating your desire to extend access with respect to a particular Application Program.

Any other Services provided to County of Weber by ADP not listed as a Terminated Service above will not be affected by this termination of the Terminated Services and ADP will continue to provide and County of Weber will continue to receive those Services as provided under the Agreement.

In order to assist County of Weber with an orderly transition, ADP will continue to provide the following services with respect to the Terminated Services after the Termination Date as outlined below and subject to the terms of this letter and the Agreement:

In addition, since you are terminating the Terminated Services prior to the expiration of the current Initial Term applicable to some or all of the Terminated Services, under the terms of the Agreement, County of Weber must pay to ADP Implementation fees which equals \$7,631.25.

This LOI may be terminated by either party on 10 days prior written notice to the other party. Notwithstanding anything to the contrary herein, in the event (1) either party terminates this LOI for any reason or (2) parties are unable to reach good faith agreement with respect to the Agreement by the Required Execution Date, all fees and associated expenses for services provided prior to the date of termination shall become immediately due and payable. Such fees shall be calculated by multiplying the actual hours incurred by ADP by \$185 per hour plus actual expenses incurred prior to the date of termination.

Please indicate your acceptance of this LOI by signing it below.

**Actual Hours Incurred by Implementation Team: 41.25 x \$185 = \$7,631.25**

This letter agreement amends the terms and conditions of Agreement as set forth herein. In the event of any conflict between the terms and conditions of the Agreement and this letter agreement, this letter agreement will prevail. The undersigned is authorized to execute this letter agreement on behalf of County of Weber and hereby acknowledges and agrees to the terms of this letter agreement.

Sincerely,

Danielle Hardy  
Senior Director, Implementation

ACCEPTED AND AGREED  
County of Weber

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_